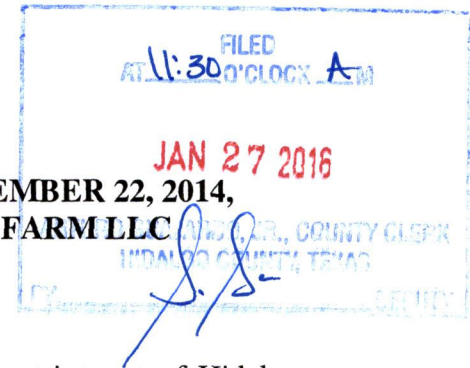


**ORDER APPROVING AMENDMENT TO
TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 22, 2014,
BETWEEN HIDALGO COUNTY AND HIDALGO WIND FARM LLC
(PHASE I)**



WHEREAS, the Commissioners Court deemed it to be in the best interest of Hidalgo County, Texas (the “*County*”) to enter into that certain Tax Abatement Agreement between Hidalgo County, and Hidalgo Wind Farm LLC effective December 22, 2014 (the “*Phase I Wind Farm Agreement*”), in accordance with the then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas (as amended through the date hereof, the “*Guidelines and Criteria*”), and the County entered into the Phase I Wind Farm Agreement concerning the wind farm project;

WHEREAS, Hidalgo Wind Farm LLC (the “*Company*”) has applied for tax abatement with respect to a Supplemental Project (as defined in the Guidelines and Criteria) as Phase II of their wind farm project, which would approximately double the number of wind turbines in the wind farm project in the County, and which would be governed by a separate tax abatement agreement to be entered into effective January 15, 2016 (the “*2016 Phase II Wind Farm Agreement*”); and

WHEREAS, the County and the Company now deem it necessary and appropriate to amend the Phase I Wind Farm Agreement to clarify that there will not be an overlap between the Phase I Wind Farm Agreement and the 2016 Phase II Wind Farm Agreement, all as set forth in that certain *Amendment to Tax Abatement Agreement Effective December 22, 2014 between Hidalgo County, Texas and Hidalgo Wind Farm LLC (Phase I)* (the “*2016 Phase I Amendment*”) to be entered into effective January 15, 2016;

NOW THEREFORE:


BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:


SECTION 1. APPROVAL OF 2016 PHASE I AMENDMENT. The 2016 Phase I Amendment is hereby approved in substantially the form attached hereto as Exhibit “I”, with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge is authorized to execute on or after the effective date of the 2016 Phase I Amendment, and the County Clerk is authorized to attest, the 2016 Phase I Amendment on behalf of the County and deliver same, and when executed and delivered, the 2016 Phase I Amendment shall become a valid and binding obligation of the County in accordance with its terms.


SECTION 2 EFFECTIVE DATE. This Order shall become effective immediately upon on the passage hereof.


PASSED, APPROVED, ADOPTED AND ORDERED this the 5th day of January, 2016, by the Commissioners Court of Hidalgo County, Texas.

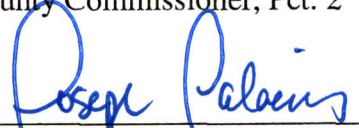
SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT


RAMON GARCIA
County Judge

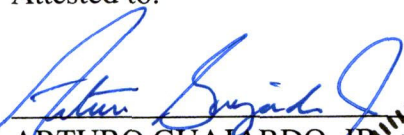

A.C. CUELLAR, JR.
County Commissioner, Pct. 1


EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

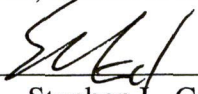

JOE M. FLORES
County Commissioner, Pct. 3


JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:


ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HAEL & RODRIGUEZ, LLP

By: 
Stephen L. Crain



APPROVED BY
COMMISSIONERS' COURT
ON: 1/5/16 

EXHIBIT A

**AMENDMENT TO
TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 22, 2014
BETWEEN HIDALGO COUNTY, TEXAS
AND
HIDALGO WIND FARM LLC
(Phase I)**

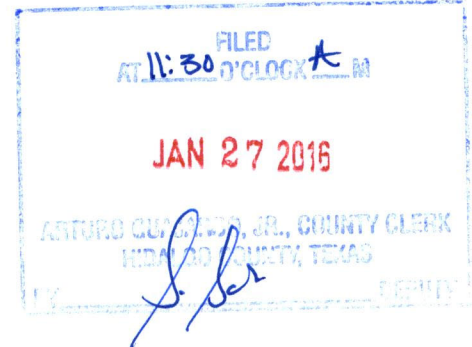
**AMENDMENT TO
TAX ABATEMENT AGREEMENT EFFECTIVE AS OF DECEMBER 22, 2014**

BETWEEN HIDALGO COUNTY, TEXAS

AND

HIDALGO WIND FARM LLC

(Phase I)



This amendment (the “**Amendment**”) is entered into effective as of January 15, 2016, between Hidalgo County, a political subdivision of the State of Texas (the “**County**”), duly acting herein by and through its duly authorized representatives, pursuant to an Order dated January 5, 2016, by the Hidalgo County Commissioners’ Court (hereinafter referred to as the “**Commissioners Court**”) and Hidalgo Wind Farm LLC, a Delaware limited liability company (the “**Company**”), and amends that certain Tax Abatement Agreement (the “**Agreement**”) between the County and the Company entered into effective December 22, 2014.

WITNESSETH:

WHEREAS, the County is committed to the promotion of high quality development in the County, and desires to promote and encourage the types kinds of investment that result in the creation of new jobs, new income and positive economic growth, which is beneficial to the County as a whole;

WHEREAS, the County gives consideration on a case-by-case basis to providing tax abatement as a stimulation for economic development in the County in accordance with Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas;

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, the Commissioners Court deemed it to be in the best interest of the County to enter into the Agreement with the Company in accordance with then effective Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas (as amended by the Commissioners Court on the date hereof, the “Guidelines and Criteria”);

WHEREAS, pursuant to the Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended (“**Act**”), the County entered into the Agreement concerning the Project (as defined in the Agreement);

WHEREAS, due to the nature of the Project as a wind farm, the description of the real property on which the Project will be constructed that was included as Exhibit B to the Agreement by necessity included real property that would not contain improvements as part of the Project, and the description of the Facility that was included on Exhibit D to the Agreement

was based on an approximation of the total megawatts that would be developed in Hidalgo County;

WHEREAS, some of the real property that was included on Exhibit B to the Agreement includes real property that may be part of a Supplemental Project (as defined in the Guidelines and Criteria); and

WHEREAS, to avoid confusion, the parties now desire to amend the Agreement in order to define the real property, personal property, and improvements that will be part of the Project and the Facility;

NOW, THEREFORE, the County and the Company, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby contract, covenant and agree as follows:

1. **Definitions.** All terms defined in the Agreement and used herein shall have the meaning set forth therein unless otherwise defined herein.

2. **Representations and Warranties.** The Company represents and warrants to the County as follows:

- (a) (i) The Company is the Owner (as such term is defined in the Guidelines and Criteria) of the Facility and (ii) except as noted in the next sentence, the Company has, or will have prior to commencement of the Abatement Period, long-term lease interests and easement rights in the land on which the Facility will be located ("**Land**"), which is legally described in **Exhibit "B"**, which is attached to this Amendment and is made a part hereof for all purposes. With respect to two parcels of the Land (which are indicated on Exhibit B), the Company will be the fee owner of a portion of such parcel of the Land to be determined in the future and shall own a leasehold interest on all of such parcel of the Land not so owned by the Company. The Company is not, however, requesting a tax abatement on the Land, and tax abatement has not been granted by the County for the Land.
- (b) The Company is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility.
- (c) This Amendment constitutes the valid and enforceable obligation of Company in accordance with its terms.
- (d) The Company has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by the Company have been duly authorized by all necessary laws, resolutions and corporate or other entity action.
- (e) In connection with Section IX.C. of the Guidelines and Criteria, the Company is not liable to any jurisdiction in the County for outstanding

taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County.

3. **Amendments to Agreement.** The Agreement is amended as follows:
- (a) Exhibit B (legal description of the Land) of the Agreement is deleted and replaced with the new Exhibit B attached hereto.
 - (b) The map of the Project attached as Exhibit C to the Agreement is deleted and replaced with the new Exhibit C attached hereto.
 - (c) Exhibit D of the Agreement is deleted and replaced with the new Exhibit D attached hereto.
 - (d) The following new Section 1.10 is added at the end of Article I of the Agreement:

1.10 The parties acknowledge that this Agreement and that certain tax abatement agreement between the parties effective January 15, 2016 (the “**Second Agreement**”), are intended to cover different turbines and that the Land is not intended to overlap with any of the land included in the Second Agreement. In the event, however that any turbines could be part of both the Facility as defined under this Agreement and the Facility as defined under the Second Agreement (the “**Second Agreement Facility**”), because they are somehow located on parcels of land that are common to Land as defined in both agreements (“**Common Turbines**”), such Common Turbines shall be considered to be part of the Facility as defined under this Agreement only until fifty-two (52) turbines, including Common Turbines, have been allocated to the Facility as defined under this Agreement.

- (e) The following new Section 3.06 is added at the end of Article III of the Agreement:

3.06 Company acknowledges and agrees that the tax abatement under this Agreement and the Second Agreement shall be calculated independently of each other and that different Tax Abatement Percentages may apply in accordance with their respective terms. Without limiting the generality of the foregoing, none of the investment pursuant to the Second Agreement shall be included in calculating Capital Cost for purposes of this Agreement. With respect to the allocation of Capital Cost pursuant to Section III.G.(1)(c) of the Guidelines and Criteria, the parties acknowledge that Capital Cost for the turbines that are part of the Facility are intended to be allocated to this Agreement, but Capital Cost under this Agreement shall not include the cost of the turbines that are part of the Second Agreement Facility.

4. **Current Tax.** The Company has provided tax certificates verifying that no taxes are past due with respect to all real property owned by the Company within the Zone.

5. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the 5th day of January 2016, authorizing the County Judge to execute this Agreement on behalf of the County.

6. **Severability.** In the event any paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Amendment and the Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

7. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

8. **Ratification of Tax Abatement Agreement.** The Agreement, as modified hereby, is ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED IN DUPLICATE ORIGINALS as of the 15th day of January, 2016.

HIDALGO WIND FARM LLC

By: _____
Steve Irvin
Executive Vice President - Central Region

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk



Approved by Commissioners' Court
on 1/15/2016

APPROVED AS TO FORM FOR COUNTY

Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

Exhibit B

The Land includes those portions of the following tracts of land located in Hidalgo County. The Land owned by the Company is indicated by an *.

Property ID	Legal Description
223137	LOS GUAGES & MAGUELLES SEC 11 E 200 AC
223138	LOS GUAGES & MAGUELLES W4709.5' SEC 12 & E618.75' SEC 13 AKA TR 2 573.46AC GR 568.86AC NET
223140	LOS GUAGES & MAGUELLES W 97.68 AC SEC 18 AKA TR 4
223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
223142	LOS GUAGES & MAGUELLES SEC 19 E 120 AC OF W 400 AC
223143	LOS GUAGES & MAGUELLES E79.995AC-S319.979AC SEC 19 & 68.498AC-W69.995AC-S319.979AC SEC 20 148.493AC GR 140.135AC NET
223144	LOS GUAGES & MAGUELLES UND 1/2 INT SEC 19 E120-N 1/2 & W40 E120-S160AC 80.0AC
223146	LOS GUAGES & MAGUELLES SEC 20 - E100-S320 AC
223147	LOS GUAGES & MAGUELLES SEC 20 E150-W220-S320 AC
223149	LOS GUAGES & MAGUELLES SEC 21 S1/2-E1/2 160 AC
223150	LOS GUAGES & MAGUELLES SEC. 21 N1/2 E1/2 160 AC.
223151	LOS GUAGES & MAGUELLES UND 1/2 INTEREST IN 640ACRE TR SEC 22
223155	LOS GUAGES & MAGUELLES SEC 23 1.0AC-E1700.39'-N1590.86' 1.0AC NET
223156	LOS GUAGES & MAGUELLES 32.51AC TRNGLE TR-E8500'-N3205.15' SEC 27
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
223158	LOS GUAGES & MAGUELLES SEC 29 640AC GR 630.27AC NET
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
233153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
245263	H.C.S.L. (G O NEWMAN) SEC 3 1.0 AC-S 100 SW 1-4TH- 100.0 AC N LGE 3 1.0 AC
245265	H.C.S.L. (G O NEWMAN) SE1/4-SEC 3 EXC 1.0AC & S30' N60AC-SW1/4-SEC 3 EXC 1.68AC LGE 3 215.57AC
245268	H.C.S.L. (G O NEWMAN) SEC 3-NE1/4 EXC 1AC LGE 3 155.36 AC NET
245269	H.C.S.L. (G O NEWMAN) 4.5 AC - 5.5 AC - NW 1/4 SEC 3 LGE 3 (4.5 AC NET)
245270	H.C.S.L. (G O NEWMAN) SEC 3-NW1/4 EXC 9.53AC LGE 3 160 AC 150.47AC NET
245273	H.C.S.L. (G O NEWMAN) SEC 4 LGE 3 294 AC EXC N193'-E395' 292 .51 AC NET
245276	H.C.S.L. (G O NEWMAN) SEC 5-S PT EXC 1AC & S98/N147AC LGE 3 236.90 AC.
245278	H.C.S.L. (G O NEWMAN) N779' SEC 5 LGE 3 49AC NET
245291	H.C.S.L. (G O NEWMAN) E1115.06'-W2973.5' & E150'-W1636.75'-S288' SEC 6 LGE 3 120.99 AC GR 119.67 AC NET
245310	NEWMAN'S, G.O SEC 8 LGE 3-2 AC OUT OF 640ACS 2 AC FOR BLDG
245314	H.C.S.L. (G O NEWMAN)-S612.94ACS-EXC SE23.53AC SEC 3 & S284.73AC SEC 4 LGE 4 874.14AC GR 861.87AC NET
245315	H.C.S.L. (G O NEWMAN) SEC 5-FRACL. 294 ACS SEC 6-W1/2 320 ACS LGE 4 614 AC NET
245316	H.C.S.L. (G O NEWMAN) SEC 6 N40AC/NE1/4 LGE 4

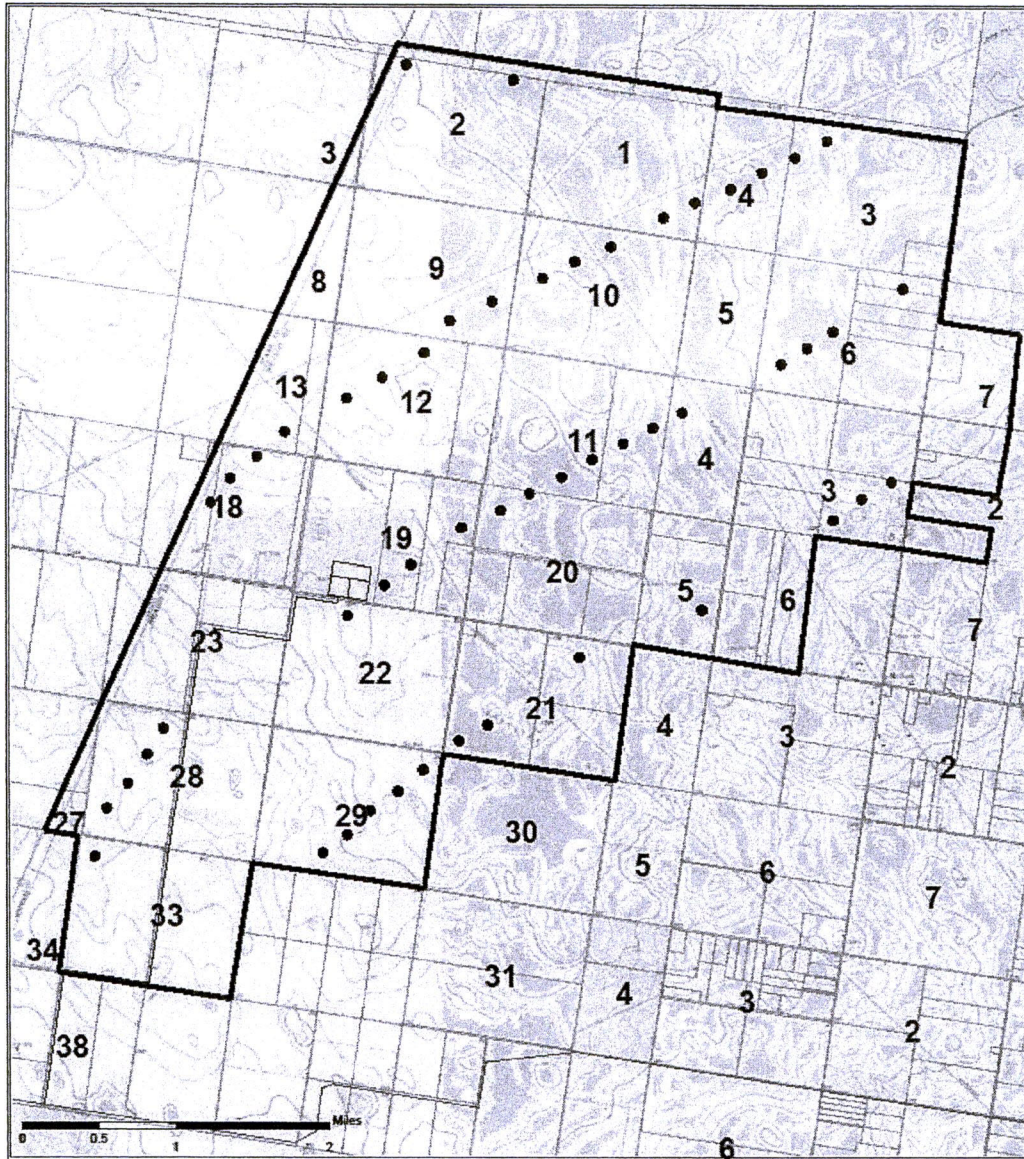
245320	H.C.S.L. (G O NEWMAN) SEC 6-SE1/4 EXC 1AC LGE 4 159 AC 156.36 AC NET
245321	H.C.S.L. (G O NEWMAN) SEC 6 S40AC/N80AC/NE1/4 LGE 4
344860	NEWMAN'S, G.O SEC 2 - SW 1-4TH & SEC 6 - N1/2 LGE. 1, 480 ACS.
528295	NEWMAN'S, G.O 0.50AC-1AC-SE 1/4 SEC 3 LGE 3 0.50AC NET
543466	LOS GUAGES & MAGUELLES N1590.86'-W1273.11'-E2973.5' & S3181.74'-E137.5'-W2973.5' SEC 23 62.23AC GR 60.90AC NET
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
551146	LOS GUAGES & MAGUELLES 640AC SEC 1 & S29AC SOUTH OF LOTS 29 & 30 EL BENADITO;598.29AC SEC 2 & S18.66AC SOUTH OF LOTS 30 & 31 EL BENADITO; SE 3.95AC SEC 3; E104.47AC PT IN SEC 8; 640AC SEC 9 640AC SEC 10 2674.37AC GR 2635.03AC NET
588487	LOS GUAGES & MAGUELLES 37.43AC IRR TR-E1300'-S1482.35' SEC 27
607987	H.C.S.L. (G O NEWMAN) E371.69'-W1858.44' EXC S288'-W150' SEC 6 LGE 3 39.01AC GR 38.74AC NET
690356	LOS GUAGES & MAGUELLES W4090.8' SEC 11 & E1237.5' SEC 12 AKA TR 3 573.46AC GR 571.01AC NET
690357	LOS GUAGES & MAGUELLES BNG AN IRR TR W2473.8'-E3092.56' SEC 13 AKA PT OF TR 1 & SEC 18 EXC W97.68AC & EXC 3093' AKA TR4 226.87AC NET
690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
690361	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
692793	LOS GUAGES & MAGUELLES W475'-N475' LOT 21 5.18AC NET
729721	LOS GUAGES & MAGUELLES 320 AC-N1/2 SEC 20
729722	LOS GUAGES & MAGUELLES 320 AC-W1/2 EXC W475'-N475' SEC 21 314.81 AC
*	A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4, Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 1523.51 feet; THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; 4. THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less

A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4, Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 2183.51 feet; THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less

¹ Two parcels (indicated as *), within this property will be sold to Hidalgo Wind Farm, LLC for the project substation and operations & maintenance building. These parcels are yet to be purchased, and will be assigned new parcel IDs upon closing of the sale.

Hidalgo County Project Property

Map depicting land parcels and project infrastructure



<p>Turbines</p> <ul style="list-style-type: none">● Turbines— HDL_150MW_Boundary (07/2014)— Project Interconnection Line— ETT Laredo - North Edinburg 345 kV□ Project Substation Facility□ Landowner Parcels	<p>Author: BFK Date / Time: 03 December 2015 / 06:41 AM Version: r1a Datum: North American 1983 Projection: NAD 1983 StatePlane Texas South FIPS 4205 Feet Scale: 1:30,618 Source: EDPR, EDRI</p>	

Exhibit D

Schedule of Building, Improvements, and Eligible Personal Property for the New Facility

- 52 Vestas V110 2.0 MW turbines and supporting towers;
- 52 reinforced concrete foundations supporting the turbines and turbine towers;
- Underground and overhead electrical collections system for transporting electricity from turbines to the project substation;
- Approximately 5 miles of 345 kV transmission line to the interconnect switchyard;
- Collection substation; and
- Operations and Maintenance building.